



**Official Notice 57964
Request for Proposals
American Rescue Plan Act (“ARPA”)
Homes MKE**

The RFP can be found on DCD’s web site at the following link:

<https://city.milwaukee.gov/DCD/Projects/RFPs>

Questions regarding this RFP should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov . Deadline for questions regarding the RFP are due by, **May 16, 2022**. Any additional information and/or clarification(s) regarding this RFP will be posted on the above referenced website in the form of an addendum to this RFP by **May 20, 2022**.

Proposals are due June 3, 2022, by 11:00 a.m. CST
***VIA E-MAIL – to DCDPurchasing@milwaukee.gov ***
(Additional info in the “Responding to this RFP” Section)

TABLE OF CONTENTS:

Cover SheetPage 1
Table of ContentsPage 2
RFP Document.....Pages 3-8
General DCD RFP Requirements..... Pages 9-10
Federally Funded Contract Terms and ConditionsPages 11-16

ATTACHMENTS:

A. Home Buying Counseling Agencies.....Page 17
B. Homes MKE Rehabilitation Standards.....Pages 18-36
C. ARPA Unemployed or Underemployed Worker Certification ExamplePage 37
D. RFP Submittal Checklist.....Page 38

SUMMARY

In 2021, the Common Council of the City of Milwaukee allocated \$15 million in Federal American Rescue Plan Act (“ARPA”) funding to the Department of City Development (“DCD”) for the Homes MKE (“Program”) to renovate vacant houses in the City’s inventory of tax-foreclosed residential properties and return them to productive use.

The goals of Homes MKE are to:

- sell, renovate and reoccupy a minimum of 150 vacant foreclosed City owned houses.
- prioritize the development of the houses to provide home ownership opportunities for City residents.
- coordinate redevelopment efforts in a manner that results in a positive impact for the surrounding neighborhood.
- provide construction and job opportunities.
- provide development opportunities for emerging developers.
- collaborate with local residents to provide housing and resource opportunities in neighborhoods where Program properties are located.

This Request for Proposals (RFP) seeks proposals from developers who wish to participate in the Program. Program components include:

- **The sale of City owned tax foreclosed properties** to participating developers for purchase price of a \$1.00 to \$501 or an alternative discounted purchase price (depending on location and condition of property).
- **Development subsidies** to provide “gap financing” for the redevelopment of the properties in the Program. The amount of the subsidy will be evaluated on a per property basis and be determined based on the difference between total development costs for the property and the estimated value of the property after rehabilitation.
- A **workforce subsidy** of \$5,000 per property that is rehabilitated, provided that at least one unemployed or underemployed individual(s) has been hired to work on the renovation of the house. A minimum of 300 unemployed or underemployed worker hours per property are required to receive the workforce subsidy of \$5,000.
- **Close collaboration** with the City of Milwaukee to support participating developer efforts, including coordination with City departments to achieve Program goals and outreach with local neighborhood partners and stakeholders to promote awareness of the Program and support Developer efforts in the renovation, sale and rental of properties.

PROGRAM DESCRIPTION

Property/neighborhood selection

The Program will assign packages of properties to participating developers. The number of properties assigned to participating developers will depend on their capacity to acquire and renovate them within the timeframes and to the standards required by the City and ARPA regulations. In general, it will be the goal of the City to have all properties in the Program transferred to participating developers and under construction by December 31st, 2023. Properties for the Program will be primarily located in an area roughly bounded by Silver Spring Drive on the North, Lincoln Avenue on the South, the Milwaukee River on the East and Sherman Boulevard on the West.

While initial packages of properties will be assembled from the City's existing inventory, because the City acquires properties on a continuous basis, properties for the project will be identified, sold and transferred over an eighteen-month period. Therefore, based on performance and capacity, developers will be able to acquire additional properties during the course of the Program. Developers should have the capacity to renovate a package of properties in a timely fashion and should commit to the acquisition and development of a minimum of five properties during an eighteen month time period. Note that the condition of some properties will be very distressed.

Regardless of purchase price, buyers will be responsible for payment of closing costs (approximately \$700 per property in most instances) and where applicable, listing broker commissions (approximately \$500 per property). No buyer broker commissions will be paid for properties purchased for Program.

End use of rehabilitated properties

Renovated properties may be resold to owner occupants, used as rental properties or used in a rent-to-own program. A priority is sale for home ownership, and the City has established a goal of 70% of the properties in the Program being developed for home ownership (owner occupancy). If properties are developed for home ownership, buyers will be required to receive 8 hours of home buying counseling from one of the City's non-profit home buying counseling agencies (Attachment "A"). In order to facilitate this requirement, the City has established a partnership and process with agencies for the purpose of referral of buyers under the Program. In addition, properties sold for homeownership will contain a deed restriction, requiring the property to be occupied by an owner occupant for a minimum of five years.

If a developer plans to manage the properties as rentals or rent-to-own units, the proposal must identify a local individual or firm responsible for ongoing management and maintenance. Unless properties are sold to an owner-occupant, developers must retain ownership for at least five years. Under no circumstances may properties be "flipped" to another investor-owner.

The Program may consider a response from a Developer/Development Team that wishes to assemble a group of properties for submitting an application for Low Income Housing Tax Credits ("LIHTC") to the Wisconsin Housing and Economic Development Authority ("WHEDA") in 2022. If selected, the Program would provide a pre-commitment of properties and gap funding that could be used to support a LIHTC application. If this strategy is part of your approach, you should indicate this in your response to this Request for Proposals, as well as your experience in development under the WHEDA LIHTC program.

Rehabilitation Standards

All properties must be rehabilitated to meet or exceed the Homes MKE Rehabilitation Standards developed for the Program (Attachment "B"). This includes exterior and interior code compliance, lead abatement, including replacement of the lead service lines, asbestos abatement and energy efficiency.

Developers will be responsible for developing a scope of work for each property, obtaining all required permits, using lead-safe renovation practices (including supervision and monitoring) and proper handling and disposal of asbestos containing materials in accordance with local, state and federal requirements, and scheduling a code compliance inspection with the Department of Neighborhood Services. All contractors and sub-contractors must have a City of Milwaukee home improvement contractor's license.

Program Subsidies

As indicated, the Program will provide both development and workforce subsidies:

Development subsidies

Development subsidies will be provided for gap financing for properties redeveloped under the Program. On average, subsidies of up to \$75,000 per property will be provided to reflect the difference between the costs of renovation/development and the after rehabilitation value of the property. A sliding scale will be utilized to recognize the differences in both property and market conditions.

Subsidies will be determined on a property-by-property basis. For each property, developers will be required to submit a property budget, detailing all costs associated with renovating the property (e.g., construction costs, holding costs, sales costs (as applicable), and development fee and profit). Developers must also provide the projected sales price or operating assumptions for the property (depending on whether the property is being developed for sale for home ownership or being maintained as rental). The City will review the budget, and determine the appropriate level of ARPA subsidy that will be allocated to the property.

Generally, development subsidies will be released in four equal installments, corresponding to the 25%, 50%, 75% and 100% completion benchmarks for the property.

Workforce subsidies - Employment requirements

In order to receive reimbursement of workforce subsidies under the program, the developer must provide payroll documentation that an unemployed or underemployed individual(s) (defined below) who live(s) in the City of Milwaukee was employed for at least 300 hours during the rehabilitation project. At least one individual must be employed for every property being renovated seeking this subsidy. Participating developers will be eligible for subsidies of \$5,000 per property, provided an average minimum of 300 worker hours per property are documented for the unemployed/underemployed individual(s).

For the purposes of the Program, individuals who live in the City of Milwaukee and meet at least one of the following qualifications will meet the employment requirement:

- 1) Individual referred by a local construction trades training program. This could be an individual who is currently enrolled in or a graduate of such a program OR
- 2) Individual referred by the Compete Milwaukee transitional jobs program OR
- 3) Individual certified within the prior 12 months as qualifying of the City's Residents Preference Program (RPP) OR
- 4) Meet the definition of "unemployed" or "underemployed workers" established by the U.S. Department of the Treasury in the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Final Rule, effective April 1, 2022, set forth below, and supply the certification set forth in Attachment "C":

"individuals who want and are available for work, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work."

OR

"individuals that are currently employed but are seeking to move to a job that provides better opportunities for economic advancement, such as higher wages or more opportunities for career advancement."

At least 50% of the worker hours that meet the requirements above must be performed by individuals who reside in one of the following zip codes: 53204, 53205, 53206, 53208, 53210, 53212, 53215, 53218 or 53233.

Wages paid to the individual must meet or exceed the City's Living Wage standard. At the time of this RFP, the 2022 Living Wage standard is \$12.21/hour. The City's Living Wage standard is adjusted annually in the first quarter of the year. Developers will be required to document wage payments using the City's Living Wage Payroll Reporting Form and track the zip codes of the residences of the workers hired for the project. Additional employment and wage documentation may be required at the point of hiring and when reimbursement is requested.

Emerging Developer Goal

The City is committed to supporting the advancement of Emerging Developers. Therefore, the City has a goal of providing 40% of Program funding for Emerging Developers.

Emerging Developers include developers who are working to build their capacity and business and are graduates of Milwaukee's ACRE program or with education and/or background in a real estate development related field, with a limited portfolio of development work and/or who are at an economic disadvantage within the development community due to lack of business capital, credit or borrowing opportunities under circumstances favorable to those generally experienced by established developers.

Program Development Agreement

Successful respondents will be required to enter into a Program Development Agreement with the City of Milwaukee. Proof of financing for the renovation work will be required prior to closing on individual properties.

Project schedule

The project will proceed on the following schedule.

April 29, 2022:	RFP released
May 12, 2022:	Pre-submission information meeting (Virtual)
May 16, 2022:	Deadline date for questions
May 20, 2022:	Date of posting addendum providing answers to questions
June 3, 2022:	Deadline for receipt of responses to RFP
June 30, 2022:	Estimated date of announcement of grant awards
July 29, 2022:	Deadline for executing development agreement (note: first closing on ARPA properties and commencement of construction 30 days after development agreement execution)
December 31, 2023:	Deadline for closing on final group of ARPA properties/commencing construction.

If funds remain following evaluation of the proposals submitted for this Request for Proposals, DCD reserves the right to re-issue this RFP. If funds awarded through this RFP are recaptured because a developer fails to close the sale and execute a development agreement by the stated deadline or meet the progress and completion benchmarks in their development agreement, DCD reserves the right to sell additional properties and award additional grant funds to successful respondents that have the capacity to complete rehabilitation of additional units by the project completion deadline.

DEVELOPER SELECTION

Proposals will be evaluated on the following 110-point scale:

Experience, capacity and potential – ability of entity to acquire, hold, develop, sell and/or own and manage scattered site, tax-foreclosed properties and the experience and qualifications of key team members responsible for the implementation of the activities (0-45 points)

Financial capacity – ability to obtain financing for development and leverage additional investment (0-30 points)

Contractor capacity – ability of respondent to employ sufficient contractor capacity to achieve program constructions timelines and goals (0-15 points)

Unique Elements of Development Plan - beyond the renovation of properties, any proposed unique strategies or partnerships that will be employed to meet Program goals. (0-20 points)

DCD reserves the right to determine the number development agreements awarded and the number of properties and level of grant funding awarded to each qualified respondent, to best meet overall project objectives.

In accordance with City requirements that apply to buyers of City-owned property (MCO 304-49-9 a-e), proposals will be considered non-responsive and will be disqualified, if any of the following apply to the applicant or any organization/business the applicant is associated with:

- a. Delinquent in the payment of any property tax, special assessment, special charge or special tax to the city.
- b. A party against whom the city has an outstanding judgment.
- c. A party against whom the city has outstanding health or building code violations or orders from the City's health department or department of neighborhood services that are not actively being abated.
- d. A party who has been convicted of violating an order of the health department or department of neighborhood services within the past year.
- e. A party who owned property in the city that, at any time within the past 5 years, the city acquired by means of property-tax foreclosure.

PRE-SUBMISSION INFORMATIONAL MEETING

The City will be holding a Pre-Submission Informational Meeting (virtual) on the Request for Proposals on **Thursday May 12, 2022, from 1:00 p.m. to 2:30 p.m.** Interested respondents are **strongly encouraged** to attend. The meeting will include an overview of the initiative and provide an opportunity to ask questions.

Zoom Meeting Link: <https://bit.ly/3kf3nCV>

QUESTIONS ABOUT THIS RFP

All questions and communication regarding this RFP process must be submitted **in writing** via e-mail to Scott Stange at scott.stange@milwaukee.gov and sent no later than 4:45 (CST) on May 16, 2022. Questions initiated after that date and time will not be considered. Any additional information, clarification and answer to the questions submitted by the deadline date will be posted as noted in the project schedule at the following website: www.city.milwaukee.gov/DCD/RFPs

Applicants are responsible for keeping informed of the information, clarification and answers to questions as they are posted. All such addenda shall become part of the RFP and all applicants shall be bound by such, whether or not the applicant receives or reads the addenda.

RESPONDING TO THIS RFP

In addition to the information contained in this RFP, there is a separate "Application Information and Proposal" form. Developers must complete this form to respond to this RFP. **The information provided in the form will be the basis for evaluating proposals and selecting developers who will be participating in the Program.** The application must be completed electronically and submitted along with the required attachments.

Refer to the REQUEST FOR PROPSALS (RFP) SUBMITTAL CHECKLIST (ATTACHMENT D) to insure all required information is part of your submission.

Proposals are due JUNE 3, 2022 by 11:00 AM CST and must be submitted **VIA E-MAIL**** to: DCDPurchasing@milwaukee.gov**

Late submissions will not be accepted.

Submittal to be clearly marked: Official Notice # – 59764 - HOMES MKE ARPA Program

DCD cannot and does not guarantee that emailed proposals are received. Emailed proposals must be received in their entirety before the closing time.

****Please note, the size of one email cannot exceed 50MB**

General RFP Requirements

1. Interpretations of RFP - Any requests for interpretation should be submitted in writing to Scott Stange, Procurement and Compliance Manager, Department of City Development, by email to sstang@milwaukee.gov. No oral interpretations will be made to any Developers as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet, you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Developers shall be bound by such, whether or not received by the Developers.

2. Receipt of Proposals - Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Developers are cautioned to allow ample time for transmittal of proposals by email.

3. Withdrawal of Proposals - Proposals may be withdrawn on written request dispatched by the Developer in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Developer in preparing a proposal for offer to DCD confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Developer, the Developer will be disqualified thereby from submitting a second proposal on the contract at hand.

4. Rejection of Proposals - DCD reserves the right to reject the proposal of any Developer who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

5. Award of Development Agreements - DCD Staff will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. No information will be available to any Developer regarding the status of his/her response. However, DCD reserves the right to enter into discussion with Developers for purposes of clarification or further information. Following ranking of proposals, the evaluation team may invite the highest ranked firm/individual(s) to participate in an interview.

6. Notification -- After the Developers are selected, all parties that submitted a proposal will receive a written acknowledgment of their proposals. DCD will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

7. Development and sale agreement – DCD will enter into a development and sale agreement with grant recipients, after property selection is completed.

8. Miscellaneous - DCD reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept those proposals which in its judgment best meet its needs.

9. Equal Employment Opportunity - The Developer agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Developer must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

10. **Indemnification** - The Developer agrees that it will indemnify, save and hold harmless DCD and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorney's fees, photocopying expenses and expert witness fees, recovered from or asserted against DCD or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Developer or any of its agents, servants, employees or subcontractors.

DCD shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Developer or any of its agents, servants, employees or subcontractors, to the Developer or its insurer and, upon such tender, it shall be the duty of the Developer and its insurer to defend such claim or action without cost or expense to DCD.

11. **Wisconsin Public Records Law** - Both parties understand that the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, et seq. The Developer acknowledges that it is obligated to assist DCD in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Developer must defend and hold DCD harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

Terms Required for all City of Milwaukee Contracts Funded with Federal Grants Subject to the Uniform Guidance

In the event of a conflict between these Terms Required for all City of Milwaukee Contracts Funded with Federal Grants Subject to the Uniform Guidance ("Federally Required Contract Terms") and the terms of the main body of the Contract (Part I) or any exhibit or appendix, these Federally Required Contract Terms shall govern.

1. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
2. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by City in the event that the applicable federal grant providing funding for this Agreement contains additional required terms.
3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Contractor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, City's public records retention requirements set forth elsewhere herein.
4. **Procurement of Recovered Materials.** Pursuant to 2 CFR §200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**—If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. **Energy Efficiency.** Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Byrd Anti-Lobbying Certification is attached hereto and incorporated herein.

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If this Contract is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and this is an agreement between City or a sub-recipient and a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, City or sub-recipient will comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
10. **DHS Seal, Logo, and Flags.** Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
11. **Federal Government is Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from the Contract.
12. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40

U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. **Note: this paragraph is not applicable to contracts paid for solely with ARPA SLFRF moneys.**

13. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
14. **Equal Employment Opportunity.** If this is a "federally assisted construction contract," as defined by 41 CFP Part 60- 1.3, except as otherwise provided in 41 CFR Part 60, in its performance under the contract, the 41 CFP Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The text of 41 CFR 60-1.4(b) is available upon request.
15. **Termination for convenience.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: City may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from City to Contractor. If Contractor is terminated for convenience by City, Contractor will be paid for services actually performed or commodity actually provided.
16. **Termination for cause.** If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.
17. **Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts.** These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations,

on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

18. **Domestic preferences for procurements.** Pursuant to 2 CFR §200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.
19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to [2 CFR § 200.216](#) (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, Contractor shall alert City as soon as possible and shall provide information on any measures taken to prevent recurrence.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (TO BE FILLED OUT BY WINNING PROPOSERS)

The bidder, proposer, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal, bid, or agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or bid, or termination of the award or, in some instances, criminal prosecution.

I hereby certify as stated above:

Signature	Date
-----------	------

Print Title and Name of authorized representative

I am unable to certify to one or more the above statements. Attached is my explanation.

Signature	Date
-----------	------

Print Title and Name of authorized representative

BYRD ANTI-LOBBYING CERTIFICATION (TO BE FILLED OUT BY WINNING PROPOSERS)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including all subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

Signature

Date

Print Title and Name of authorized representative

ATTACHMENT A
Home Buying Counseling Agencies

Acts Community Development Corporation
2414 W. Vliet Street
414-372-3543

Housing Resources, Inc.
7830 W. Burleigh
414-461-6330

United Community Center
1028 S. 9th Street
414-394-3100

ATTACHMENT B

HOMES MKE Rehabilitation Standards

City of Milwaukee - ARPA In-Rem Rehabilitation Standard – single family or duplex only

The ARPA In-Rem Rehabilitation Standard typically has both a Repair Standard and a Replacement Standard for each category of component listed. The Repair Standard defines how to meet the standard by repairing the respective component. The Replacement Standard defines how to meet the standard when replacing or installing the respective new component. The developer will need to choose to either repair or replace each component based on the onsite condition. Often times, the Repair Standard will not be an option due to missing or aged components.

Throughout the document you will see a symbol - **[GREEN STANDARD]**. This symbol represents a standard that accomplishes one or more of the following:

- Conserve water
- Conserve energy
- Provide the resident with a healthier living environment
- Reduce impact on the natural environment
- Create a more sustainable product lifetime

Format of the ARPA Single-Family Housing Rehabilitation Standard

- Mission and Housing Values
- Applicable Laws and Regulations
- Categories of Standards:
 - 1.) Health and Safety
 - 2.) Site
 - 3.) Exterior Building Surfaces
 - 4.) Foundations & Structure
 - 5.) Windows & Doors
 - 6.) Roofing
 - 7.) Insulation & Ventilation
 - 8.) Interior Standards
 - 9.) Electric
 - 10.) Plumbing
 - 11.) HVAC
 - 12.) Appliances

Mission and Housing Values

The City of Milwaukee- Department of City Development's mission for the Homes MKE Initiative is to eliminate neighborhood blight and provide new housing opportunities through the renovation of some of the most challenging inventory acquired through property tax foreclosure. The City will sell City-owned parcels to responsible, neighborhood-focused developers to renovate and sell on the private market, or hold as rental properties. Priority will be selling to owner-occupants, while some developers may hold properties for safe and affordable rentals.

Applicable Laws and Regulations

The developer intends to construct and maintain homes in full compliance with the following statutory and regulatory requirements:

- International Residential Code
- Wisconsin Uniform Dwelling Code
- Milwaukee Code of Ordinances
- Wisconsin Department of Health Services Administrative Code chapter DHS 163
- Wisconsin Department of Natural Resources chapter NR447
- National Emission Standards for Hazardous Air Pollutants (NESHAP)
- Energy: 2021 International Energy Conservation Code (IECC)

1 Health & Safety

Lead Based Paint (LBP) [GREEN STANDARD]	
Repair Standard	Minimum Life 5 years
For all houses constructed prior to 1978 – exterior visual inspections and interior dust wipe samples will be collected following documented protocol and sampling methodologies found in Wisconsin Admin. Code ch. DHS 163 and the U.S. Department of Housing and Urban Development (HUD) “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.” All painted surfaces not previously tested to be lead-free will be stable and in good condition. Lead-safe work practices must be followed, and only certified abatement contractors used to perform the lead Abatement work. All other work that disturbs lead surfaces must be completed by Lead Safe Renovators.	
Replacement Standard	Minimum Life 20 years
When stabilization of surfaces containing LBP is impractical, the most affordable solution for abatement of the component will be chosen. Walls containing LBP may be covered with drywall or gutted and replaced with drywall. Trim and other wood or metal components containing LBP may be removed and replaced with similar materials. Lead-safe work practices must be followed, and only certified abatement contractors used to perform the work.	

Asbestos [GREEN STANDARD]	
Repair Standard	Minimum Life NA
Non-friable intact Asbestos containing materials (ACM) that are not creating a hazard such as cementitious exterior wall shingles may be left intact and painted if appropriate. Asbestos-resilient floor tiles may be labeled as such and covered with underlayment and new resilient flooring.	
Replacement Standard	Minimum Life NA
Friable asbestos and asbestos containing material (ACM) components such as boiler or pipe insulation, badly deteriorated cementitious shingles or deteriorated flooring will be removed, controlled and disposed of per the Wisconsin Department of Natural Resources ch. 447 and the NESHAP regulations and, if necessary, replaced with non-hazardous materials.	

Mold [GREEN STANDARD]	
Repair Standard	Minimum Life NA
Any presence of mold is unacceptable and must be addressed per the National Center for Healthy Housing protocol “Creating a Healthy Home.” http://www.nchh.org/Portals/0/Contents/FloodCleanupGuide_screen .pdf .	
Replacement Standard	Minimum Life NA
All carpeting, drywall or other wall coverings or any other non-structural components with mold present will be removed and replaced. The National Center for Healthy Housing protocol “Creating a Healthy Home” will be followed for remediation of structural components.	

Fire Safety - Egress	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life NA
Egress windows are required in all new sleeping and living areas unless other secondary means of escape requirements are met. The minimum dimensions for egress window clear openings are 20” wide by 24” tall, with a clear opening of 5.7 square feet. No bedrooms should be created in attics or basements unless Life Safety Code egress requirements are met.	

Fire and CO Alarms [GREEN STANDARD]	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life 10 years
Directly wired, or 10-year, sealed-battery smoke detectors are required on each dwelling floor and in all bedrooms. CO detectors are required with all fuel-burning furnaces and water heaters, in sleep areas and on each floor level.	

2 - Site

Grading [GREEN STANDARD]	
Repair Standard	Minimum Life 5 years
All grading adjacent to the building and for a distance of at least 6 feet away from the building, (unless neighboring parcel requires for less) will slope away from the structure at a pitch of at least 1 inch per foot. All bare earth will be reseeded and secured or sod will be installed to cover.	
Replacement Standard	
NA	

Outbuildings and Garages	
Repair Standard	Minimum Life 5 years
Unsafe and blighted structures, including outbuildings, will be removed if it is not financially feasible to complete the repairs required to make them structurally sound, leak-free, with lead hazards stabilized. Detached garages should have operable and lockable doors, and otherwise meet all current code standards.	
Replacement Standard	Minimum Life 20 years
New garages may be built if financially feasible with overall project cost. All applicable codes and ordinances must be followed for the erection of a new garage.	

Fencing	
Repair Standard	Minimum Life 3 years
If repairs are needed to an existing fence, replacing sections in kind is permissible if the budget permits. After repair, fences should be of sound condition and uniform appearance.	
Replacement Standard	
Wholesale replacement of deteriorated fencing should only be undertaken if the budget permits.	

Paving And Walks [GREEN STANDARD]	
Repair Standard	Minimum Life 5 years
Essential paving, such as front sidewalks and driveways with minor defects, will be repaired to match. Tripping hazards greater than ¼" must be addressed. In certain circumstances, mud-jacking can be an acceptable repair. Non-essential, highly deteriorated paving, such as sidewalks that are unnecessary, will be removed and appropriately landscaped.	
Replacement Standard	
Un-repairable essential walks and driveways will be replaced with permeable paving when financially feasible or concrete per City Ordinance. Concrete, or wood-framed, handicapped-accessible ramps are an eligible expense.	

Trees and Shrubbery [GREEN STANDARD]	
Repair Standard	Minimum Life 5 years
Trees and shrubs that are dead, dying, or hazardous, or that are growing in, or too near, a fence line or foundation wall, will be removed. Removal will include cutting close to the ground, grinding of the stump to 12 inches below the finished grade, installation of topsoil and re-seeding.	
Replacement Standard	
Replacement trees and shrubs are permitted if economically feasible and must be selected from the State Extension Service list of local, drought-resistant and non-invasive plant materials. In placement of trees, attention should be paid to shading the house to reduce air conditioning costs. Also, trees should be located a sufficient distance from foundations, sidewalks, walkways, driveways, patios, sidewalks and underground utilities in order to avoid future damage from root growth and branches brushing against the structure. Setbacks from structures should typically exceed half of the canopy diameter of a full-grown example of the species.	

Lawn [GREEN STANDARD]	
Repair Standard	Minimum Life 1 years
Bare sections of lawn will be sodded or reseeded and stabilized with straw or other appropriate seed cover.	
Replacement Standard	
Replacement of 6+ inches of top soil may be necessary to eliminate soil lead hazards near drip-line areas surrounding the perimeter of the house and/or garage. After remediation,	

concrete paving, organic top soil and seed or sod must be added back to these areas to comply with grading section.

3 - Exterior Building Surfaces

Exterior Cladding [GREEN STANDARD]	
Repair Standard	Minimum Life 5 years
Siding and trim will be intact and weatherproof. Repairs to existing siding and partial replacement of sections shall be done in kind. All exterior wood components will have a minimum of two continuous coats of paint, and no exterior painted surface will have any deteriorated paint. Buildings designated as historic will have existing wood siding repaired in kind. New exterior wood will blend with existing and will be spot-primed and top-coated in a lead-safe manner.	
Replacement Standard	
Buildings not designated as historic may have siding replaced and trim clad per the design choices of the developer. If replaced, soffit material will be vented/perforated vinyl or aluminum. Wood trim substrates should be replaced to ensure proper mechanical fastening of vinyl or aluminum cladding.	

Exterior Porches	
Repair Standard	Minimum Life 5 years
Deteriorated concrete porches will be repaired when possible. Unsafe wood porch components will be repaired with readily available materials to conform closely to historically accurate porches in the neighborhood. Porch repairs will be structurally sound, with smooth and even decking surfaces. Deteriorated wood structural components will be replaced with preservative-treated wood.	
Replacement Standard	
Porches on buildings designated as historic will be rebuilt to conform closely to historically accurate porches in the neighborhood. Porches on non-historic buildings will be replaced with preservative treated wood and built to code.	

Exterior Railings	
Repair Standard	Minimum Life 5 years
Existing handrails will be structurally sound. Guard rails are required on any accessible area with a walking surface over 24" (or more than 3 stairs) above the adjacent ground level. Sound railings may be repaired if it is possible to maintain the existing style. On historic structures, railing repairs will be historically sensitive.	
Replacement Standard	
Handrails will be present on the left (ascending) side of all interior and exterior steps or stairways with more than three risers and around porches or platforms over 24" above the adjacent ground level, and will meet local codes. Handrails and guard rails will conform to the style of similar components in the neighborhood. On historic structures, new railings will be historically sensitive.	

Exterior Steps and Decks	
Repair Standard	Minimum Life 5 years
Steps, stairways, and porch decks will be structurally sound, reasonably level, with smooth and even surfaces. Repairs will match existing materials and built to code.	
Replacement Standard	
In non-historic structures, wood decking may be replaced with 5/4" X 6" preservative-treated material and new steps will be constructed from nominal 2" preservative-treated wood. On historic structures, new wood decking will be 3/4" clear T & G fir, primed on all 6 sides before installation.	

Exterior House Numbers and Mailboxes	
Repair & Replacement Standard	Minimum Life 5 years
All houses will have house numbers clearly displayed near the front door, and a standard size mailbox, preferably wall-hung at the entrance. Parcels with garages will have house numbers on the alley side of the garage. Parcels without garages will have house numbers clearly displayed near the rear door. Traditional Milwaukee ceramic address tiles can be found at certain hardware stores throughout the metro Milwaukee area. All houses will have a mailbox near the front door.	

4 - Foundations & Structure

Foundations	
Repair Standard	Minimum Life 15 years
Foundations will be repaired to be sound, reasonably level, and free from movement. All repairs should be done per Wisconsin Association of Foundation Repair Professionals (WAFRP) standards and repaired to local code.	
Replacement Standard	
Complete foundation replacements are beyond the scope of the program. Sections, complete walls, or failed footings are required to be complete per WAFRP standards and local code.	

Structural Walls	
Repair Standard	Minimum Life 15 years
Structural framing and masonry will be free from visible deterioration, rot, or other serious damage, and be adequately sized for current loads. Prior to rehab, all sagging floor joists or rafters will be visually inspected, and significant structural damage and its cause will be corrected.	
Replacement Standard	
New structural walls will be minimum 2" x 4", 16" OC. All exterior walls that are part of the building envelope (the air barrier and thermal barrier separating the conditioned space from the non-conditioned space) will be insulated with a minimum R-13 insulation and sheathed to code.	

Additions and Dormers	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life 60 years
New additions are acceptable only when – for marketing and livability reasons – it is necessary to add additional bedroom space. Stamped plans must be submitted to the City Planning Department for review and approval. All standards for Exterior Building Surfaces, Roofing, Windows and Doors, Insulation and Ventilation, Plumbing, Electrical, HVAC apply.	

5 - Windows and Doors

Interior Doors	
Repair Standard	Minimum Life 5 years
Baths, occupied bedrooms and closets will have operating doors and room-appropriate lock sets.	
Replacement Standard	
Hollow-core, pressed-wood product consistent with the style of existing doors including a plated, room-appropriate lock set.	

Exterior Doors [GREEN STANDARD]	
Repair Standard	Minimum Life 5 years
Exterior doors will be solid, weather-stripped and will operate smoothly. They will include a peep site, a thumb-turn style dead bolt, and an entrance lock set.	
Replacement Standard	
Replacement doors include jambs, thresholds, and adjacent framing and trim. Replacement doors at the front of the property for historically significant buildings will be historically sensitive. Steel, six-panel doors may be installed at entrances not visible from the front street and on the front of the property for buildings that are not historically significant. Thumb-turn, dead bolt locks will be installed on all exterior doors keyed to match. All new doors will be weather-stripped to be air tight. Proper permitting and alterations are required when changing the rough opening size for the new entrance door.	

Windows [GREEN STANDARD]	
Repair Standard	Minimum Life 5 years
All operable windows will be replaced according to the Milwaukee Health Department (MHD) lead abatement standards. Inoperable and/or fixed position windows, such as piano (stained glass) or picture windows may be properly pointed and reglazed, stripped, primed and painted per MHD lead abatement standard.	
Replacement Standard	
All operable windows will be replaced with a Milwaukee Health Department (MHD) approved, vinyl replacement window. Window replacement is considered lead abatement and will require a lead abatement permit from MHD.	
Windows on key façades of historically sensitive properties will be of the style original to the building, and if necessary, be approved by the Historic Preservation Commission.	

Basement Windows	
Repair Standard	Minimum Life 5 years
A minimum of 2 basement windows on opposite sides of the building must be operable for ventilation, in good working order, and lockable.	
Replacement Standard	
Basement windows may be replaced with glass block. If so, a minimum of 2 glass block windows on opposite sides of the building must have operable and lockable center vents. Dryer vent outlets should be installed in the glass block window near the dryer hook up.	

6 - Roofing

Flat and Low-Slope Roofing	
Repair Standard	Minimum Life 2 years
Built-up roofing that is leak-free will be re-coated and flashing and accessories repaired if their minimum life is questionable.	
Replacement Standard	
EPDM membranes will be fully adhered over mechanically fastened fiber board insulation sheets, over structurally sound plywood substrates.	

Pitched Roofs	
Repair Standard	Minimum Life 5 years
Missing and leaking shingles and flashing will be repaired on otherwise functional roofs. Slate, metal and tile roofs will be repaired when possible. Antennae and dishes will be removed.	
Replacement Standard	
No more than 2 layers of roofing are permitted. Old roofing will be torn off down to the original deck and disposed of. Original roof boards will be repaired or replaced as necessary. OSB decking will be included when original roof boards have gaps more than ¼" between boards. Fiberglass, asphalt, dimensional or 3-tab, class A shingles with a prorated 30-year warranty will be installed over 15 lb. felt. Ice and water shield is required within 3' from all roof edges, in valleys, and around all roof penetrations. Metal flashings are required at roof edges, chimneys, valleys and dormer junctions.	

Insulation [GREEN STANDARD]	
Repair Standard	Minimum Life NA
Exterior walls that are not opened during the course of renovations shall have insulation blown-in to the manufacturer's recommended density for "dense" installation per the zone-specific standards set forth by the Office of Energy Efficiency and Renewable Energy's Blown Insulation for Cavities of Existing Exterior Walls.	
Replacement Standard	Minimum Life 20 years
The envelopes of all homes or units will have a continuous air barrier and a continuous thermal barrier that is in contact with the air barrier. Attic insulation shall be a minimum of R49 with soffit baffles installed when there are soffit vents to maintain ventilation at the eaves. All exterior walls opened in the course of renovations shall be insulated with un-faced fiberglass batts or damp spray cellulose to R13 for 2x4 framing and R19 for 2x6 framing. Whenever financially feasible, 1-inch, foil-faced polyisocyanurate foam board will be added under new siding. Rim joists will be insulated to R19 with either foil-faced foam board or Class 1-rated spray foam. Crawl space walls shall be insulated with 1-inch, foil-faced polyisocyanurate foam board and a 6-mil plastic vapor barrier will be installed continuously over the ground to the sill plate with all seams sealed.	

Gutters and Downspouts [GREEN STANDARD]	
Repair Standard	Minimum Life 5 years
Gutters and downspouts must be in good repair, leak free and collect storm water from all lower roof edges. Splash blocks will be installed to move water away from the foundation. The system must move all storm water away from the building and prevent water from entering the structure. In addition to positive drainage away from the building, outlets will be a minimum of 4 feet away from the foundation, unless prevented by the neighboring parcel. Special attention should be paid to channel water away from all adjacent structures. Downspouts must not lead into the combined sewer inlet, which must be permanently capped.	
Replacement Standard	
Seamless, aluminum gutters and downspouts will be installed and collect storm water from all lower roof edges. Splash blocks will be installed to move water away from the foundation. The system must move all storm water away from the building and prevent water from entering the structure. In addition to positive drainage away from the building, outlets will be a minimum of 4 feet away from the foundation, unless prevented by the neighboring parcel. Special attention should be paid to channel water away from all adjacent structures. Downspouts must not lead in to the combined sewer inlet, which must be permanently capped.	

7 - Insulation and Ventilation

Bath Ventilation [GREEN STANDARD]	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life 10 years
One bathroom must have a bath fan that has a ≥ 80 CFM boost function switched one of three ways: by a switch at the entrance, with an adjustable time-delay function that runs the fan for an additional period after the switch is turned off; or a motion detector with an adjustable time-delay function that runs the fan for an additional period after the motion detector ceases to see motion; or by a humidistat. Any additional bathrooms must be mechanically vented to the ≥ 80 CFM standard with the time-delay switching described above.	

Kitchen Ventilation [GREEN STANDARD]	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	
All kitchens must have mechanical ventilation operating at a maximum of 20 Sones and producing a minimum of 150 CFM after accounting for ducting losses. It is preferred that mechanical ventilation exit at side walls and not at the soffit to minimize the potential for ice damming.	

8 - Interior Standards

Interior Walls and Ceilings [GREEN STANDARD]	
Repair Standard	Minimum Life 3 years
Holes, cracks and deteriorated and un-keyed plaster will be repaired to match the surrounding surfaces. Laminating existing surfaces with $\frac{1}{4}$ " gypsum board is also appropriate. All visual surfaces will be stabilized to minimize lead paint hazards using premium vinyl acrylic paint.	
Replacement Standard	
When necessary plaster will be replaced by $\frac{1}{2}$ " gypsum board, taped and finished. Fire-rated assemblies will be specified on a project-by-project basis as required by local codes.	

Flooring [GREEN STANDARD]	
Repair Standard	Minimum Life 3 years
Bathroom, kitchen and other water-susceptible floor areas will be covered with water-resistant flooring that is free from tears or tripping hazards. Damaged wood floor will be repaired. Hardwood floors will be refinished whenever possible. Basement floors will be continuous concrete at least 1" thick.	
Replacement Standard	
Baths and kitchens will receive resilient sheet goods or tile over plywood underlayment. Whenever possible rooms other than kitchens and baths with existing wood flooring will be maintained as wood floors and refinished when appropriate. Rooms other than kitchens or baths without usable wood floors may be finished with carpet. When the budget permits, special attention should be paid to non-carpet, green products as listed and certified by the EPA. New basement slabs will be at least 4" thick and have a 6-mil vapor barrier.	

Closets	
Repair Standard	Minimum Life 5 years
Existing closets with a minimum depth of 2 feet will be maintained in good repair and have a shelf and clothes rod.	
Replacement Standard	
New closets may be created if there is a significant lack of storage space, or as needed for bedroom creation, and the budget permits. New closets will have a depth of 2 feet and include a shelf and clothes rod.	

Kitchen Cabinets and Countertop [GREEN STANDARD]	
Repair Standard	Minimum Life 3 years
Kitchens will have a minimum of 10 feet of countertop with base and wall cabinets (or dishwasher) to match. Existing cabinets with hardwood doors and face frames may be repaired if in good condition. All cabinets will be sound and cleanable.	
Replacement Standard	
New kitchen cabinets will meet the ANSI A208.1 and A208.2 standard for formaldehyde content of particleboard and MDF, or have exposed edges of particleboard and MDF sealed to prevent the out-gassing of formaldehyde. Cabinets will have hardwood doors and face frames. There will be a minimum of 10 lineal feet of post-formed, laminate countertop with corresponding base cabinets and wall cabinets. Dishwashers are optional. Corners in	

countertop designs are permitted if factory assembled. A base cabinet to wall cabinet backsplash is recommended for behind the range.

9 - Electric

Ground Fault Interrupter Circuits	
Repair Standard	Minimum Life 5 years
Non-functioning GFCIs will be replaced. Kitchen counter, bath and laundry receptacles within 6' of a sink will be replaced with a GFCI-protected receptacle or protected by a GFCI device.	
Replacement Standard	
Kitchen counter, bath and laundry receptacles within 6' of a sink will be replaced with a GFCI-protected receptacle or protected by a GFCI device.	

Passage Lighting [GREEN STANDARD]	
Repair Standard	Minimum Life 7 years
All lights and switches in hallways, stairs and other passages will be operable and safe. Existing fixtures with incandescent lamp fittings will have minimum 7W CFL replacement lamps installed.	
Replacement Standard	
All halls, stairs and rooms necessary to cross to other rooms and stairways must be well lit and controlled by a 3-way switch using concealed wiring. Attics, basements and crawl spaces must have utility fixtures. All new light fixtures will be ENERGY STAR labeled.	

Kitchen Electric Distribution	
Repair Standard	Minimum Life 5 years
Existing receptacles, fixtures and switches will be safe and grounded.	
Replacement Standard	
Permanently installed or proposed stoves, refrigerators, freezers, dishwashers and disposals, washers and dryers will have separate circuits sized to N.E.C. Two separate 20-amp counter circuits are required with each kitchen area.	

Interior Electric Distribution	
Repair Standard	Minimum Life 7 years
Exposed knob and tube will be replaced. Every room will have a minimum of two duplex receptacles, placed on separate walls and one light fixture or receptacle switched at each room entrance. Where the source wiring circuit is accessible (e.g., first floor above basements, in gutted rooms, etc.), receptacles will be grounded. All switch, receptacle, and junction boxes will have appropriate cover plates. Wiring will be free from hazard, and all circuits will be properly protected at the panel. Exposed conduit is allowed only if absolutely necessary for the budget. Bedrooms receptacles will be protected by an Arc Fault breaker. There must be one electrical receptacle at the service panel. Basements will have a minimum of 3 keyless bare bulb fixtures switched at the top of the stairs.	
Replacement Standard	
When a room's wall finishes are removed, it will be rewired to the latest version of the National Electric Code.	

Service and Panel	
Repair Standard	Minimum Life 10 years
Distribution panels will have a main disconnect, at least 10 circuit-breaker-protected circuits, a 100-amp minimum capacity and be adequate to safely supply existing and proposed devices. If a working central air conditioning system is present, the minimum service will be 150 amp.	
Replacement Standard	
150-amp service with a main disconnect panel containing at least 30 circuit breaker positions.	

10 - Plumbing System

Plumbing Minimum Equipment [GREEN STANDARD]	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	
Every dwelling unit will have a minimum of one single bowl sink with hot and cold running water in the kitchen and at least one bathroom containing a vanity with a sink, and a shower/tub unit, both with hot and cold running water, and a toilet. When the budget permits, dishwashers, preferably ENERGY STAR rated, will be installed.	

Drain, Waste, Vent Lines	
Repair Standard	Minimum Life 1 year
Waste and vent lines must function without losing the trap seal. Sewer laterals shall be scoped, cleaned, and repaired as necessary.	
Replacement Standard	
When walls are removed exposing vent and waste lines those lines will be reworked to the current mechanical code.	

Plumbing Fixtures [GREEN STANDARD]	
Repair Standard	Minimum Life 3 years
All fixtures and faucets will have working, drip-free components. Cast iron, wall-hung farm sinks may be kept if porcelain enamel is chip-free, or repaired.	
Replacement Standard	
Single lever, metal faucets and shower diverters with 15-year, drip-free warranty and maximum 2.0 GPM flow. Ceramic dual-flush, or low-flow toilets (1.3 Gal), double bowl stainless steel sinks, and fiberglass tubs with surrounds.	

Water Heaters [GREEN STANDARD]	
Repair Standard	Minimum Life 7 years
Each housing unit will have a working water heater less than 3 years old with a minimum capacity of 40 gallons if it is gas-fired. Gas water heaters more than 3 years old may be repaired if it is clear that a repair will make it operable.	
Replacement Standard	
All units will have a minimum 40-gallon, electric or gas-fired water heater with a 10-year warranty installed to the mechanical code. High efficiency power-vented or sealed combustion tankless (on-demand) models are required if gas powered. Placement of exhaust pipes should be considered on historically significant properties. Electric water heaters can be considered if the energy factor (EF) is equal to or greater than the EF of a similarly sized gas-powered unit.	

Water Supply [GREEN STANDARD]	
Repair Standard	Minimum Life 10 years
All supply lines, including the main from the street to the house shut off valve, must be replaced.	
Replacement Standard	
The main shut off valve must be operable and completely stop the flow of water to the house, and should be replaced with a quarter-turn handle if it does not. Lead and galvanized pipe that is part of the water service or the distribution system will be replaced with copper, CPVC, or Pex. All fixtures will have brass shut off valves. One freeze-protected exterior hose bib is required.	

11 - HVAC

Air Conditioning [GREEN STANDARD]	
Repair Standard	Minimum Life - NA
Non-functioning, non-repairable air conditioners will be removed and drained of all CFCs. Existing central air conditioning will be inspected, serviced and refurbished to operate safely.	
Replacement Standard	Minimum Life 20 years
New HVAC systems will have a rough-in installed for air conditioning (\geq 13 SEER). AC units may be installed if the budget permits.	

Chimney Repair	
Repair Standard	Minimum Life NA
Unused chimneys will be removed to below the roof line wherever roofing is replaced. Unsound chimneys will be repaired or removed. When chimneys must be used for combustion ventilation, they will be relined.	
Replacement Standard	Minimum Life NA
The creation of new flues is not recommended in this program. The use of high efficiency closed combustion appliances is recommended to avoid the need for new flues. Replacement furnace flues, when required, will be metal double- or triple-walled as recommended by the furnace manufacturer.	

Distribution System	
Repair Standard	Minimum Life 5 years
Duct work and radiator piping will be well supported, insulated in unconditioned space and adequate to maintain 68°F measured 36" off the floor when the outside temperature is the average yearly minimum, in all habitable and essential rooms. All duct work will be insulated to R-7, sealed at all seams, and pressure tested to eliminate leakage.	
Replacement Standard	Minimum Life 25 years
All duct work will be insulated to R-7, sealed at all seams, pressure tested to eliminate leakage and run in concealed space.	

Heating System [GREEN STANDARD]	
Repair Standard	Minimum Life 5 years
Workable existing heating systems will be inspected and serviced to operate in a safe manner. Regardless of condition, resistance electric heating systems will be removed and replaced with systems as described below.	
Replacement Standard	Minimum Life 25 years
Gas-fired heating systems will be rated at $\geq 92\%$ AFUE or better, and directly vented to the exterior. Placement of exhaust and intake pipes should be considered on historically significant properties. Setback (programmable/digital) thermostats are required. When electric resistance heating systems are replaced, soffits for ductwork and/or new distribution pipes for hot water heating systems will be provided. Up to 4 lineal feet of resistance electric heating strips per 1000 square feet of floor area may be retained or installed in areas that are not cost effective to heat via ductwork or hot water distribution systems.	

12 – Appliances

Kitchen Appliances [GREEN STANDARD]	
Repair Standard	Minimum Life 3 years
All units will have a working and cleanable range. Dishwashers are optional if the budget permits.	
Replacement Standard	Minimum Life 15 years
All redesigned kitchens will have ENERGY STAR-labeled appliances where applicable. All new cooking ranges will be electric.	

ATTACHMENT C
ARPA Unemployed or Underemployed Worker Certification Example

Developer Name

Contract Number

ARPA Unemployed or Underemployed Worker Certification

Employee's Certification:

I certify that I maintain my permanent residence in the City of Milwaukee and that I live at _____, Milwaukee, WI _____.
Address _____ Zip _____

I further certify that I meet one of the following criteria to qualify as an "unemployed" or "underemployed" worker for purposes of the American Rescue Plan Act - State and Local Fiscal Recovery Funds Final Rule issued by the U.S. Department of the Treasury (check appropriate box):

"individuals who want and are available for work, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work."

OR

"individuals that are currently employed but are seeking to move to a job that provides better opportunities for economic advancement, such as higher wages or more opportunities for career advancement."

Print Name

Signature

Date

Developer's Certification:

I certify that after reasonable inquiry I believe the individual identified above to meet the definition of "unemployed" or "underemployed" set forth above. Further, I have consulted the information that I am required to obtain from this individual to include the individual on my business's payroll and have confirmed that the individual resides at the address listed above.

Developer's Representative (print name)

Signature

Date

Developer: Provide a copy of this form to the City of Milwaukee, Department of City Development, c/o _____ and keep a copy in your records as required by your contract with the City of Milwaukee.

ATTACHMENT D
RFP Submittal Checklist

REQUEST FOR PROPOSALS (RFP) SUBMITTAL CHECKLIST

Parties interested in submitting a response to this RFP must complete all the following documents and submit them with their response via e-mail.

FAILURE TO SUBMIT ANY ONE OF THE DOCUMENTS LISTED BELOW WILL RESULT IN YOUR RESPONSE BEING CONSIDERED NON-RESPONSIVE AND WILL BE DISQUALIFIED.

All applicants must submit items 1 **and** 2.

All applicants must submit **either** item 3 **or** 4.

1. Application Information and Proposal (typed online and included with your submission).
2. Attach detailed information about up to five distressed properties applicant has renovated. Please include purchase price, scope of work completed with cost and sale price/rental rates, as applicable. Please also include photos. Before and after photos preferred, if possible.
3. For-Profit applicants: Attach a separate sheet disclosing all members and managers, including your articles of organization. Please also provide a photo id for all buyer members for purposes of the real estate buyer background check required by Milwaukee Code of Ordinances 304.49.
4. Non-Profit organizations: Attach each of the following:
 - A. IRS letter of determination*
 - B. A list of current board members
 - C. A copy of the organization's mission statement

*If you do not have an IRS letter of determination, you will be considered a For-Profit applicant, and should submit all information under item 3.